



Board of County Commissioners Agenda Request 10

Date of Meeting: January 27, 2004

Date Submitted: January 21, 2004

To: Honorable Chairman and Members of the Board

From: Parwez Alam, County Administrator
Vincent S. Long, Assistant County Administrator

Subject: Approval of Annual Continuing Services Contract for Affordable Housing Replacement Housing Construction Services to Pearson Construction Co., Inc. and Blue Chip Construction Co., Inc.

Statement of Issue:

This item seeks Board approval to award an annual continuing services contract for the construction of replacement homes to Pearson Construction Co., Inc. and Blue Chip Construction Co., Inc. (Attachment # 1).

Background:

Pursuant to the Local Housing Assistance Plan (LHAP), the Housing Rehabilitation Program provides for the construction of replacement homes to very low and low-income citizens who reside in the unincorporated areas of the county. The replacement of the existing single family, owner occupied units, whether stick built or modular, is made available to persons who apply to the rehabilitation program but whose dwelling is unsuitable by current housing standards to rehabilitate. The Housing Rehabilitation Program has an ongoing need for new construction for replacement of currently substandard, owner occupied single family homes. A bid was prepared to contract for new construction for replacement of currently substandard, owner-occupied, single-family homes (Attachment # 2).

Analysis:

The bid was advertised locally and 500 Vendors were notified through the automated vendor system. A total of 13 Vendors requested the bid package; the County received 4 Bids and selected the two lowest bidders. The bid tabulation sheet appears as Attachment # 3.

Vendor	Bid Amount for 2 BRM	Bid Amount for 3 BRM
Pearson Construction Co. Inc.	\$48,100	\$59,850
Blue Chip Construction Co. Inc.	\$50,871	\$56,500

The prices above are comparable to, or less than, prices for similar housing reconstruction services recently contracted by the Housing Program. For each specific home replacement project, these two vendors will submit a bid price to include cost of the house construction and other necessary costs such as site work and demolition. The contractor with the lowest combined price will be awarded the bid on that specific home site.

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Rather than bid each new construction/replacement project contract separately, an annual continuing services contract will save the county money and time. The intent of the bid is to contract for the construction of new two and three bedroom homes to replace substandard, owner occupied single family homes. The existing structure, either stick-built or modular

home, must be deemed unsuitable for rehabilitation by the Housing Services Department. In accordance with the bid and contract documents, the work will result in a complete finished product, ready for use by the homeowner. It is estimated that the winning contractors could construct at least five new homes within the year.

This approach has been very successful during the past two years, saving countless man hours and the processing time it takes to get assistance to low income residents in substandard housing units. The continuing contract for construction services provides home replacement to very low and low-income citizens who reside in the unincorporated areas of the County and whose homes are unsuitable for rehabilitation by current housing standards.

The M/WBE Office supports staff recommendation of Pearson Construction Co. Inc. and Blue Chip Construction Co. Inc. as they have met the M/WBE aspirational composite participation level goal for the project (Attachment # 4).

Fiscal Year 2003/2004 SHIP funds have been allocated to cover the costs associated with the construction of these homes.

Options:

1. Approve the annual Continuing Services Contracts to Pearson Construction Co. Inc. and to Blue Chip Construction Co. Inc. and authorize the Chairman to execute.
2. Do not approve the annual Continuing Services Contracts.
3. Board direction

Recommendation:

Option #1.

Attachments:

1. Continuing Service Contracts
2. Bid Documents
3. Bid Tabulation Sheet
4. M/WBE Analysis

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LEON COUNTY PURCHASING DIVISION
BID TABULATION SHEET

BC-12-11-03-15

Opening Date: Thursday, December 11, 2003 @ 2:00 PM

Title: Home Replacement: Continuing Service

Item/Vendor	Renew Co.	Pearson Constr.	Blue Chip	Baycl Constr
Annual Signature	yes	yes	yes	yes
Insurance Certification	yes	yes	yes	yes
Public Entity Crimes	no	yes	yes	yes
IBE Statement	yes	yes	yes	yes
Fee Bid Statement	yes	yes	yes	yes
Bedroom W/AC 1104	56,512.00	55,200.00	54,162.00	61,560.00
Bedroom WO/AC 1104	56,844.00	54,800.00	52,603.00	60,560.00
Bedroom W/AC 1197	61,272.00	59,850.00	56,500.00	64,800.00
Bedroom WO/AC 1197	61,604.00	59,250.00	55,000.00	63,800.00
Bedroom W/AC 962	52,212.00	48,100.00	50,871.00	55,948.00
Bedroom WO/AC 962	52,299.00	47,000.00	49,238.00	54,948.00
Bedroom W/AC 884	47,979.00	46,200.00	46,746.00	51,660.00
Bedroom WO/AC 884	47,892.00	45,600.00	45,246.00	50,160.00
Bidding fee waived	yes	no Answer	no Answer	
Fee Bid Statement				

Signature: [Signature]
Signature: [Signature]

Bid Title: Loan Servicing for the Leon County Affordable Housing Program
Bid No: BC-05-16-00-40
Opening Date: Tuesday, May 16, 2000 @ 2:00 PM
Location: Leon County Purchasing Division
2284 Miccosukee Road, Tallahassee, FL 32308

INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

*Bid No: BC-05-16-00-40
Board of County Commissioners, Leon County
Purchasing Division
2284 Miccosukee Road
Tallahassee, FL 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. If you are not submitting a bid but wish to remain on our bid list, please return the "Statement of No Bid" form and provide an explanation in detail where requested.
7. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 488-6949 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

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Bid Title: Loan Servicing for the Leon County Affordable Housing Program

PURPOSE:

The Leon County Affordable Housing Program is seeking professional services for loan servicing. Included in these services are: new loan set up and processing, on-going loan servicing for collection and deposit of payments, determining and assessing late fees as required; producing and distributing reminder letters, coupon books, etc.; remitting payments collected to County; providing monthly status reports to the County; escrowing funds for taxes and insurance; ensuring borrower maintains homeowners insurance; and, pursuing and curing delinquencies.

BID DEADLINE:

Bid must be submitted no later than Tuesday, May 16, 2000 @ 2:00 PM.

BID INFORMATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Keith Roberts or Leslie Harbin at phone (850) 488-6949; FAX (850) 922-4084.

EXPLANATION TO BIDDERS:

Each Vendor shall examine the Bidding Documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall make a written request to the Owner for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The Owner will not be responsible for oral clarifications.

No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board.

Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

PREPARATION AND SUBMISSION OF BID:

Each Vendor shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Vendor. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is recommended that prior to submission of any bid, the Leon County Purchasing Division be contacted at (850) 488-6949 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

MINORITY BUSINESS ENTERPRISE PARTICIPATION

Bid No: BC-05-16-00-40

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Bid Title: Loan Servicing for the Leon County Affordable Housing Program

It is the policy of the Leon County Board of County Commissioners to institute and maintain an effective Minority Business Enterprise Program. This program shall:

1. Eliminate any policies and/or procedural barriers that inhibit M/WBE participation in our procurement process.
2. Established goals designed to increase M/WBE utilization.
3. Provide increased levels of information and assistance available to M/WBEs.
4. Implement mechanisms and procedures for monitoring M/WBE compliance by prime contractors.

Each bidder is strongly encouraged to secure M/WBE participation through purchase of those goods or services to be provided by others.

For additional information regarding Leon County's Minority Business Enterprise Policy or any technical assistance, please contact Judy Jones, MBE Coordinator, at 850/488-7509; FAX 850/ 488-1670. The MBE Office will provide a listing of certified M/WBEs available to assist bidder(s) in achieving the indicated goals.

LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Every vendor submitting a bid on this invitation for bids must include a copy of the company's local business or occupational license or a written statement on letterhead indicating the reason no license exists. Leon County, Florida-based businesses are required to purchase an Occupational License to conduct business within the County. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Leon County, may also be required to obtain such a license by their own local government entity or by Leon County. For information specific to Leon County occupational licenses please call (850) 488-7856.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

PAYMENT:

The County will make scheduled payments within thirty (30) days of submission and approval of invoice for services.

STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

INSURANCE

1. Contractor shall purchase and maintain such insurance as will protect it from claims under workmen's compensation laws, disability benefit laws or other similar employee benefit plans;

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from claims or damages because of bodily injury, occupational sickness or disease or death of its employees and claims insured by usual personal injury liability coverage in the following amounts; \$100,000 per person; \$200,000 per accident; and \$100,000 property damage.

2. Contractor shall furnish the County with Certificates of Insurance and with original endorsements effecting the coverage required for this bid naming the County as an additional insured. The certificates are to be signed by an a person authorized by the Insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County prior to the commencement of the work. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
3. Each Certificate of Insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
4. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

REJECTION OF BIDS:

The Owner reserves the right to reject any and/or all bids when such rejection is in the best interest of the Owner.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the contents of the bid form will be made public for the information of vendors and other interested parties who may be present either in person or by representative.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Vendors prior to the time fixed for opening. Negligence on the part of the Vendor in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS:

The bid/proposal will be awarded as soon as possible to the lowest responsible bidder. The County reserves the right to waive any informality in bids/proposals and to award a bid/proposal in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the intended award will be given by posting a Notice of Intended Award in the offices of the Purchasing Division, 2284 Miccosukee Road, Tallahassee, Florida. Notice may also be given by telephone, by first class mail, or by certified United States mail, return receipt requested, whenever specified in the bid solicitation. A vendor may request, in their bid submittal, a copy of the Notice of Intended Award and/or bid tabulation sheet to be mailed in a vendor provided, stamped self-addressed envelope for their record.

AGREEMENT:

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the

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terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The vendor will have ten calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

BID CHALLENGE:

Any bid award recommendation may be challenged on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing to the Purchasing Director within 72 hours after receipt of the intended recommendation of award and challenger shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid challenge has been submitted. Failure to file a notice of intent of bid challenge or failure to file a formal written bid challenge shall constitute a waiver of all rights granted under this section. At the time fixed for the opening of bids, the contents of the Bid Form will be made public for the information of vendors and other interested parties, who may be present either in person or by representatives.

CANCELLATION:

Either party may terminate the Contract resulting from this bid by giving the other party hereto thirty (30) days written notice of termination. Contract prices must be maintained until the end of the thirty (30) day period. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.

PENALTIES:

BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

PUBLIC ENTITY CRIMES STATEMENT:

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A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached "IDENTICAL TIE BID" form. Failure to submit a completed form may result in the bid being determined as non-responsive.

ETHICAL BUSINESS PRACTICES

- A. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

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BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- ☐ Completed Bid Response Sheet with Manual Signature
- ☐ Applicable Licenses/Registrations
- ☐ Minority Business Enterprise Statement
- ☐ Identical Tie Bid Statement
- ☐ Completed Public Entity Crimes Statement
- ☐ Completed Statement Regarding Disbarment

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SCOPE OF SERVICES

The Leon County Affordable Housing Program provides funds for the rehabilitation of owner-occupied substandard housing to bring such homes up to county minimum housing code. Funds are also provided to reconstruct homes and to build new homes.

Funds for these services are obtained from the State Housing Incentive Partnership Program (SHIP), Community Development Block Grant program, and other housing program funding sources as may be obtained by the program. The program anticipates implementation of a loan program to provide no- or very low-interest loans to homeowners and home buyers who cannot otherwise afford or qualify for home rehabilitation funds or to purchase loans.

Services are provided only to citizens whose household income falls at or below 80% of the median area income. For a family of four, 80% of median is \$41,300. Most of the program clients fall considerably below this income level. The program anticipates making about five such loans the first year.

The Leon County Affordable Housing Program requests price quotes from qualified loan servicing companies for the following services related to real estate transactions connected with its housing rehabilitation and new construction programs:

- Loan set up fee
- Fee for coupon books, reminders, etc.
- Fee and method for receiving and depositing funds received from borrowers
- Fee and method for escrowing taxes and insurance and remittance of same
- Fee and method for monthly reporting of all County loans
- Fee and method of notification of Leon County Housing Program of delinquencies
- Fee and method of pursuing and curing delinquencies.

Responders should provide bids for fees as listed above on the bid response form or in a format that is easily understood and comparable for use in price comparisons.

Each bidder should also provide the following information:

1. All bidders shall provide on Company letterhead, the number of years in the loan servicing business, current number of employees, and an overview of the general capabilities of the Company.
2. Must provide proof that the Company has actively been engaged in the loan servicing business over the past two (2) years.
3. All bidders must provide at least three (3) references. At least two (2) references must be a current customer for who you provide loan services. Each reference shall contain the following:
 - a. Name and address of company.
 - b. Person to contact (contract manager), telephone and fax numbers.
 - c. Contract term (starting and ending dates).
 - d. Summary of type(s) of services provided under the contract.

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4. All bidders must list all contracts that have been terminated or lost due to unsatisfactory performance within last five (5) years. These contracts shall be reported in the same format as a reference with contact person information as outlined above.

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BID RESPONSE SHEET

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Keith M. Roberts
Purchasing Director

Jane G. Sauls
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

BY

(Firm Name)

(Authorized Representative)

(Printed or Typed Name)

ADDRESS

TELEPHONE

FAX

Loan set up fee	\$ _____
Fee for coupon books, reminders, etc.	\$ _____
Fee and method for receiving and depositing funds received from borrowers	\$ _____
Fee and method for escrowing taxes, insurance and for paying same	\$ _____
Fee and method for reporting	\$ _____
Fee and method of notification of Leon County Housing Program of delinquencies	\$ _____
Fee and method of pursuing and curing delinquencies.	\$ _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

STATEMENT OF NO BID

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We, the undersigned, have declined to bid on the above referenced bid for the following reasons:

- ☐ We do not offer this service
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications
- ☐ Others (Explain)

We understand that if the no-bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for Leon County.

Company Name _____

Signature _____

Name (Print/Type) _____

Telephone No. _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Leon County Board of County Commissioners

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

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_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 2000__.

Personally known _____

NOTARY PUBLIC

OR Produced Identification _____

Notary Public - State of _____

(Type of Identification)

My commission expires: _____

Printed, typed, or stamped
commissioned name of notary public

Form PUR 7068 (Rev 06/11/92)

MINORITY BUSINESS ENTERPRISE PROGRAM PARTICIPATION OF MBEs/WBEs

SECTION 1

Bidder _____

Please mark the correct statement.

- ☐ Bidder is non-MBE/WBE and has no MBE participation. Please complete Sections 2 & 4.
☐ Bidder is non-MBE/WBE and has MBE participation. Please complete Sections 3 & 4.
☐ Bidder is certified/certifiable MBE/WBE. Please complete Section 4 and enclose copy of letter or other proof of certification.

SECTION 2

Please briefly describe efforts made to secure MBE/WBE participation for this bid (attach additional sheets as needed):

SECTION 3

Please list below the names of MBE vendors who will perform the indicated phases of work for the amounts shown. Bidder shall indicate whether subcontractor is Black (B) or Non-Black (NB). Attach additional sheets as necessary.

Name, Address, and Telephone Number of MBE Vendor	Type Material(s) Service(s) Supplied	Amount of Subcontract	Black (B) or Non Black (NB)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Value of MBE Participation:

Total Project Base Bid:

MBE Participation as % of Total Base Bid:

	<u>Black</u>	<u>Non-Black</u>
\$	_____	\$ _____
\$	_____	\$ _____

SECTION 4

The Bidder acknowledges the Leon County MBE policy and the provisions specified for this bid. If applicable, bidder certifies that the above list of minority vendors and the respective contract amounts and percentages of the total bid are accurate. In witness, hereof, the Bidder has hereunto set his signature and affixed his seal this _____ day of _____ A.D., 2000.

Signed: _____

Title: _____

IDENTICAL TIE BIDS

Bid No: BC-05-16-00-40

Opening Date: Tuesday, May 16, 2000 @ 2:00 PM

Bid Title: Loan Servicing for the Leon County Affordable Housing Program

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

VENDOR'S SIGNATURE

TITLE

Bid No: BC-05-16-00-40
Opening Date: Thursday, May 11, 2000 @ 2:00 PM
Bid Title: Title and Legal Services and Title Insurance for Leon County Affordable Housing Program

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

American Red Cross - Capital Area Chapter
187 Office Plaza Drive
Tallahassee, FL 32310
Disaster Resistant Mitigation Program
FY2004-2005

Original Purchase Order Amount	PO#0031468
\$50,000	

[illegible]

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AGREEMENT

THIS AGREEMENT dated this 1st day of February, 2004, by and between LEON COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and _____, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The work includes various new systems and components and other work described on the contract documents for new home construction to replace currently sub-standard, owner-occupied single family homes. It is the intent of this bid and the contract documents that the Work result in a complete finished product, ready for use by the Owner (less septic hook-up) for its intended purpose as shown. All work in accordance with the plans and specifications for Leon County Bid # BC-12-11-03-15, said bid being incorporated into this agreement as if fully set out herein.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

3. TIME AND LIQUIDATED DAMAGES

TIME

The agreement shall be for a period of one (1) year, commencing on February 1, 2004, and shall continue until January 31, 2005. After the initial one (1) year period, at the discretion of the County, the agreement may be extended for no more than two (2) additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current period, or the contractor wishes to make a change in bid amount. The optional years may be negotiated at renewal but must fall within the average of the CPI for the current and previous year.

LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within the specified consecutive calendar days listed or as negotiated with the successful contractor in contract negotiations and as contained in the Notice to Proceed. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as

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BC-12-11-03-15

may be granted by the County, the Contractor shall be deemed to be in default. For each day the

Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$100.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

4. CONTRACT SUM

The Contractor agrees that for the performance of the services as outlined above, it shall be remunerated by the County in monthly program payments for a total sum not to exceed that submitted in the bid document on completion of the work and acceptance of it as satisfactory for the unit prices listed:

Two Bedroom Unit - Pearson	\$ 48,100.00
Two Bedroom Unit - Blue Chip	\$ 50,871.00
Three Bedroom Unit - Pearson	\$ 59,850.00
Three Bedroom Unit - Blue Chip	\$ 56,500.00

As each home site will require sitework and/or selective demolition prior to construction, the County will ask each contractor to bid the sitework and demolition at the time a homeowner projected is approved and funded by the Leon County Housing and Human Services Division.

5. PAYMENTS

The County will make such payments within thirty (30) days of submission and approval of invoice for services.

6. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

7. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned; Hired Car).
- c. Workers' Compensation and Employers Liability: Insurance covering all employees

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BC-12-11-03-18

meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

1. The County, its officers, officials, employees and volunteers are to be covered as Insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of

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**AGREEMENT BETWEEN LEON COUNTY AND
BC-12-11-03-18**

Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the Issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. PERMITS

The Contractor shall pay for all necessary permits as required by law. However, the Contractor shall be exempt from Leon County Building Permits. Permits must be issued in the name of the Contractor.

9. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

10. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

11. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officers and employees, from all liabilities, losses and costs, including, but not limited to reasonable attorney's fee, to the extent caused by the negligence or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County. \$

12. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the M/WBE Participation Statement included as part of the bid response for this project, except when the County Good Faith Committee approves an exception.

Any "Good Faith Statement" provided by a Contractor shall follow the requirements of the Florida Statutes, and must demonstrate through documentation that every reasonable effort has been made to achieve the requested percentage.

For those M/WBE firms listed in their bid, Contractors shall be responsible for securing proof of their M/WBE certification and providing copies to the County M/WBE Office.

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Also required is a monthly reporting system of the work done by and payments made to certified minority business enterprises as a part of this project. The reports shall detail each invoice submitted to the County and a break down of payments to all subcontractors therein by MWBE classification.

13. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of five (5) years after termination of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this agreement.
- c. Upon completion or termination of the agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(f)(10), shall have full access to and the right to examine any of provider's agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

14. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this agreement for cause.

15. FINAL INSPECTION

The Contractor shall maintain all work in first-class condition until it has been completed as a whole

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and been accepted by Leon County. Upon seven (7) days notice from the Contractor of completion of this project, the Housing Rehabilitation Specialist will set up a semi-final inspection with the Contractor and himself.

If, at the semi-final inspection, all construction provided for and contemplated by the contract is found completed to the County's satisfaction, such inspection shall constitute the final inspection. If, however, at any semi-final inspection any work is found unsatisfactory, in whole or in part, the Contractor shall be given the necessary instructions as to the replacement of material and performance or re-performance, of work necessary and prerequisites as to final completion and acceptance, and the Contractor forthwith shall comply and execute such instructions. When all materials have been furnished, all work performed and all construction contemplated by the contract satisfactorily completed, a written notice of final acceptance will be given to the Contractor.

16. GUARANTEE OF WORK.

Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance.

If within the guarantee period, repairs or changes are required in connection with the guaranteed work, which in the opinion of the Housing Rehabilitation Specialist is rendered necessary as the result of the use of materials, equipment or workmanship which are defective, or inferior, or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from the County, and without expense to the County:

- A. Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein.
- B. Make good all damage to the structure or site, or equipment or contents thereof, which in the opinion of the Housing Rehabilitation Specialist is a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract.
- C. Make good any work or materials, or the equipment and contents or structures or site disturbed in fulfilling any such guarantee.

In any case where, in fulfilling the requirements of the contract or of any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under contract, he shall restore such disturbed work to conditions as it was guaranteed under the original contract.

If the Contractor, after notice, fails to proceed within ten (10) working days to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his Surety shall be liable for all expenses incurred.

All special guarantees applicable to definite parts of the work which may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the terms of this paragraph during the first two (2) years of the life of such special guarantee. The Contractor hereby understands and agrees that none of the guarantees or warranties as to defects in materials, equipment, or workmanship set forth herein shall in any way limit or shorten the statutory limitations period during which the County can bring an action in law or equity against the Contractor for breach of this contract. The Contractor further agrees that the limitations period for any action in law or equity which the County might bring against the Contractor for breach of this contract shall not begin to run until the time at which the breach is actually discovered by the County.

17. TERMINATION

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BC-12-11-03-15

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

18. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this agreement by Leon County.

19. PROHIBITION AGAINST CONTINGENT FEES

The Architect (or registered surveyor and mapper or professional, as applicable) engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or other) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working for the architect any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

20. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same; or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

21. REVISIONS

In any case where, in fulfilling the requirements of this agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

22. VENUE

Venue for all actions arising under this agreement shall lie in Leon County, Florida.

23. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

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BC-12-11-43-16WHERETO, the parties have set their hands and seals effective the date whereon the last party
executes this Agreement.

CONTRACTOR

WITNESS: _____ BY: _____
President

WITNESS: _____ DATE _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____ of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)a _____ corporation, on behalf of the corporation. He/she is personally
(State or place of incorporation)known to me or has produced _____ as identification.
(type of identification)_____
Signature of Notary_____
Print, Type or Stamp Name of Notary_____
Title or Rank_____
Serial Number, if Any

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AGREEMENT BETWEEN LEON COUNTY AND
BC-12-11-03-15

LEON COUNTY, FLORIDA

BY: _____
Jane G. Sauls, Chairman
Board of County Commissioners

DATE: _____

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____
Herbert W. A. Thiele, Esq.
County Attorney